

11-30-09

To: Clerk of the Court

Mark Sammons

From: Debbie A. Hall

Case No: 04-12587

Subj: Deficiencies Notice Corrections

U.S. DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Case No. 04-12587

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
At Greenbelt

IN RE: Debbie A. Hall

*

Case No. 04-12587 PM
Chapter 7

Debtor(s)

*

*

U.S. BANKRUPTCY COURT
DISTRICT OF MARYLAND

11/30/2009 2:17

NOTICE OF APPEAL AND MOTION FOR LEAVE TO APPEAL

(Revised Copy 11/30/2009 - Deficiency notice corrections)

At a session of said Court held in the Federal Building in the City of Greenbelt, Maryland on the 5th day of November 2009.

PRESENT: HON. PAUL MANNES

U.S. Bankruptcy Judge

This matter comes before the Appeals Court/process pursuant to the motion of Debbie A. Hall, Debtor herein, to appeal the judges decision on the grounds listed below:

STATEMENT OF FACTS:

- MY HEARING WAS GRANTED FOR 11/5/09. HOWEVER, I RECEIVED IN THE MAIL ON 11/10/09 THAT THE CASE HAD ALREADY BEEN DECIDED AND MY MOTION WAS ALREADY DENIED ALMOST A WHOLE MONTH BEFORE THE HEARING. WHEN I WAS IN COURT ON 11/5/09, I WAS NOT EVEN LISTENED TO, DID NOT GET A CHANCE TO PRESENT MY MATERIALS OR SIDE OF THE STORY, AND MY MOTION WAS DENIED, AS I HAD RECEIVED ALMOST A

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MONTH BEFORE THIS HEARING.

- FILED AN EMERGENCY MOTION TO DISMISS ON 10/6/09 BASED ON RECEIVING PURPOSELY ILL COUNSEL BY MY LAWYERS THAT CAUSED ME TO BE UNSUCCESSFUL IN MY CHAPTER 13 BANKRUPTCY, AND TO PREVENT U.S. MARSHALLS FROM REMOVING FROM MY HOME.
- MY SIGNATURE WAS SIGNED BY MY LAWYERS DISMISSING MY CHAPTER 13 BANKRUPTCY, THEN CONVERTED ME TO A CHAPTER 7.
- I WAS LED AND MY LAWYERS NOT TO PAY THE TRUSTEE IN CHAPTER 13 BANKRUPTCY BUT INSTEAD GO BEHIND THE BACK OF THE BANKRUPTCY COURT AND PAY THE CREDITORS INSTEAD. I NEVER CONTACTED THE CREDITORS, THIS WAS DONE BY LAWYERS AND I WAS CHARGED \$37.50 FOR EACH LETTER THEY SENT TO MY CREDITORS. I WOULD HAVE PAID THE TRUSTEES INSTEAD, BUT WAS LED NOT TO. I HAVE THE LETTER THAT PROVES MY LAWYER SENT INFO TO THE CREDITORS AND CHARGES ME AS SUCH.

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- THE CREDITOR, PASENDA RECEIVABLES, HAS GONE OUTSIDE OF THE AUTOMATIC STAY OF THIS BANKRUPTCY 3 TIMES. (1) ONE TIME FOR A CIVIL CASE WHICH THEY STILL HAVE MY FUNDS (\$705.00) TIED UP AT SUNTRUST BANK. SUNTRUST BANK GARNISHEED MY CHECKING ACCOUNT AND THE TOTAL AMOUNT I OWE THEM IS HELD AS A DEBT AT THIS BANK ALONG WITH LAWYERS FEES ADDED FROM THE BANK AND TRUSTEE. (2) THEY PUT A TWO TERM STAY OF A LIEN ON MY HOUSE AND (3) THEY RECENTLY SOUGHT AND ARE STILL TRYING TO GARNISHEE MY WAGES FROM MY PLACE OF EMPLOYMENT. AGAIN, I WAS NOT ALLOWED TO PRESENT ANY INFORMATION IN COURT ON 11/5/09 - MAYBE BECAUSE I DIDN'T HAVE A LAWYER.

- MY LAWYER INFORMED ME THAT I COULD NOT MAKE A PARTIAL PAYMENT 2/3RD TO THE TRUSTEE, BECAUSE MY PAYMENTS WERE TOO HIGH AND I WAS ONLY WORKING PART-TIME. WHEN I LATER FOUND OUT THAT I COULD HAVE BEEN DOING THAT I WAS DENIED IN COURT TO MAKE PAYMENTS UNDER MY CHAPTER 13, AND LATER TOLD NOT TO COME BACK UNLESS I HAD ANOTHER LAWYER, WHICH I COULD NOT AFFORD, SO THEREFORE I MISSED COURT APPOINTMENTS, FEARING

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DISOBEYING THE COURT.

STATEMENT OF QUESTIONS AND RELIEF SOUGHT

- DID MY LAWYER COUNSEL ME TO MY HARM TO PAY THE CREDITORS BEHIND THE BACK OF THE U.S BANKRUPTCY COURT, AND NOT PAY THE TRUSTEES?
- DID MY LAWYERS COUNSEL HARM ME AND CAUSE ME TO BE FORCED INTO A CHAPTER 7 BANKRUPTCY?
- WAS MY SIGNATURE SIGNED BY MY LAWYERS DISMISSING MY CHAPTER 13 BANKRUPTCY?
- WAS MY EMERGENCY MOTION CASE TO DISMISS DECIDED BEFORE I GOT TO COURT, BEFORE I EVEN HAD THE HEARING? (WHEN I MENTIONED IN COURT TO THE JUDGE THAT I HAD ALREADY RECEIVED INFO IN THE MAIL THAT MY CASE WAS ALREADY DECIDED, IT WAS DENIED. I NEVER GOT TO PRESENT THE EVIDENCE.))
- DID THE CREDITOR, PASENDA RECEIVABLES GO OUTSIDE OF THE AUTOMATIC STAY OF THE BANKRUPTCY COURT ON MORE THAN ONE OCCASION, CAUSING ME MUCH STRESS?

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RELIEF SOUGHT:

- BASED ON ALL THE INFORMATION PRESENTED (INCLUDING UCC), THAT THIS CASE BE EXPUNGED.
- THAT I BE ALLOWED TO AGAIN FILE A CHAPTER 13 BANKRUPTCY.
- THAT MY PERSONAL FUNDS THAT HAVE BEEN UNLAWFULLY TIED UP BY PASENDA RECEIVABLES AT SUNTRUST BANK BE RELEASED.
- THAT PASENDA RECEIVABLES PAY THE BANK THE LAWYER FEES THAT ARE ATTACHED TO MY SUNTRUST ACCOUNT.
- THAT I RECEIVE THE MONIES (FROM PASENDA RECEIVABLES) HELD AGAINST ME AT SUNTRUST BANK TO PAY THIS ACCOUNT OFF AND CLEAR IT.
- THAT THE LIENS THEY (PASENDA RECEIVABLES) PUT ON MY HOUSE WHILE IN BANKRUPTCY BE TAKEN OFF.
- THAT THEY (PASENDA RECEIVABLES) BE ORDERED TO CEASE ALL EFFORTS OF FUTURE HARASSMENT AND GARNISHEE'S AGAINST ME.
- THAT MY LAWYERS BE ORDERED TO PAY ME FOR THE GREAT STRESS THEIR UNLAWFUL AND ILL-COUNSEL HAS CAUSED ME NOT LESS THAN

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\$50,000 IF AMOUNT IS PERMITTED BY COURTS. MY LAWYER AT THE TIME WAS UNDER THE COURTS JURISDICTION/RESPONSIBILITY. REQUESTING THIS PAYMENT FROM THE COURTS AS WELL.

- THAT IT BE ORDERED ALL ATTEMPTS FOR THE TRUSTEE TO SELL MY HOME/REMOVE ME FROM MY HOME BY THE U.S. MARSHALLS OR BY THE REALTOR SELLING MY PROPERTY CEASE.

STATEMENT OF WHY AN APPEAL SHOULD BE GRANTED

- MY EMERGENCY MOTION TO PRESENT FACTS AND EVIDENCE WAS DECIDED BEFORE I ENTERED COURT. (MY CASE WAS DECIDED/DENIED AND JUDGEMENT RENDERED BEFORE I ENTERED COURT).

- I WAS NOT GIVEN A CHANCE IN COURT TO BE HEARD, TO PRESENT ANY EVIDENCE OR FACTS.

- I WAS NOT HEARD ON MY ATTEMPT TO PRESENT UCC FINANCIAL STATEMENT FINDINGS, WAS TOLD BY THE JUDGE THE INFORMATION WAS NOT TRUE EVEN THOUGH MARYLAND HAS LAWS, GUIDELINES, STATUES AND REGULATIONS FOR SUCH.

- I HAVE BEEN TREATED VERY UNFAIRLY IN THIS BANKRUPTCY CASE AND

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SHOULD NOT LOSE MY HOME TO THE TRUSTEES TO SELL FOR THE CREDITORS. I WAS PURPOSELY TOLD THE WRONG WAY TO PROCEED BY MY LAWYERS THAT I TRUSTED. THE LAWYERS WERE AT THE TIME UNDER THE COURTS JURISDICTION. SO THE COURTS WOULD ASSUME SOME RESPONSIBLILTY HERE.

- I HAVE NOT BEEN GIVEN A CHANCE TO FAIRLY PAY THE TRUSTEES UNDER CHAPTER 13.
- AFTER MY LAWYER MISGUIDED ME ON THIS CASE, HE WALKED OFF NOT EVEN TELLING ME HE WOULD NOT REPRESENT ME AGAIN.

Respectfully,



Debbie A. Hall

Defendant/Plaintiff Pro Se

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30th day of November, 2009, a copy of Notice of Appeal and Motion for Leave to Appeal, was sent via United States Postal Service first class, postage prepaid and/or electronic mail to:

Michael G. Wolff, Trustee,
Goren, Wolff and Orenstein, P.A.,
15245 Shady Grove Road, Suite 465
Rockville, MD 20850

Office of the United States Trustee
6305 Ivy Lane, Suite 600,
Greenbelt, Maryland 20770

James M. Hoffman, Counselor to Trustee
4800 Montgomery Lane, 9th Floor
Bethesda, MD 20814

Patricia Frostbutter, Realtor
Century 21 New Millennium Realtors
3140 W. Ward Road,
Suite 101, Dunkirk, MD 20754

BSTA
416 Hungerford Drive
Suite 435
Rockville, MD 20850

Readers Digest/First USA Bank NA
P.O. Box 15153
Willmington, DE 19886-5153

Peroutka & Peroutka, P.A.
8028 Ritchie Hwy, #300
Pasadena, MD 21122

KOHL's Dept Store, Inc.
P.O. Box 2983
Milwaukee, WI 53201

MBNA America
P.O. Box 15137
Wilmington, DE 19886-5137

National Financial Systems, INC.
600 W. John Street
Hicksville, NY 11801

NAVY Federal Credit Union
P.O. Box 3500
Merrifield VA 22119-3500

November 30th, 2009
Date

Debbie A. Hall

Debbie A. Hall
Defendant/Plaintiff *Pro Se*

DEBBIE A. HALL
PLAINTIFF
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Case No. 04-12587

APPENDIX 1**OFFICIAL FORM NO. 17**

Form 17

Notice of Appeal Under 28 U.S.C. ' 158(a) or
(b) From a Judgment, Order, or Decree of a
Bankruptcy Judge

[Caption as in Form 16A, 16B, or 16D, as appropriate]

NOTICE OF APPEAL

Case # 04-12587-PM
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Debbie A. Hall, the plaintiff [or defendant or other party] appeals under 28 U.S.C. ' 158(a) or (b) from the judgment, order, or decree of the bankruptcy judge (describe) entered in this adversary proceeding [or other proceeding, describe type] on the 13th day of October, 2009, (year).

The names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their respective attorneys are as follows: Michael S. Woollff, Trustee, 15245 Shady Grove Road Suite 465, Rockville, MD 20850, # 1-888-318-9829

Dated: 11/13/2009

Signed: Debbie A. Hall

Attorney for Appellant (or Appellant, if not represented by an Attorney) 31575-0302

Attorney Name:

Address:

Telephone No.:

If a Bankruptcy Appellate Panel Service is authorized to hear this appeal, each party has a right to have the appeal heard by the district court. The appellant may exercise this right only by filling a separate statement of election at the time of the filing of this notice of appeal. Any other party may elect, within the time provided in 28 U.S.C. ' 158(c), to have the appeal heard by the district court.

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TABLE OF CONTENTS - Notice of Appeal (filed 11/13/09) ~~✓~~
Additional Supporting Documents (Please keep me in mind the judge has not seen or heard any of the below information/facts/evidence, I ^{was} cut off and not allowed to present anything concerning this).

- | | |
|---|-----------------------------|
| 1 - Opening Statement/Preface to be read before the Judge (was not given the opportunity to read) | (pp. 1-4) |
| 2 - UCC Financing Statement | (pp. 5) |
| 3 - Commercial Security Agreement/Schedule A | (pp. 6-10) |
| 4 - State of Maryland/Dept of Assessments and Taxation UCC certification | (pp. 11-12) |
| 5 - Letter from lawyer stating Pasenda receivables would not be able to take any further action against me (in any court) | (pp. 13) |
| 6 - Request for Judgment/Garnishment from Pasenda receivables (during automatic stay) | (pp. 14) |
| 7 - Another request for garnishment from Pasenda receivables (payroll) (during automatic stay) | (pp. 15) |
| 8 - Copy of my lawyer billing me for them contacting the creditors behind the back of the bankruptcy court/Trustee, counseling me to pay the creditors and not the Trustee for Chapter 13 payments. | (pp. 16-17) |
| 9 - Signature of my lawyer signing my name to dismiss the Chapter 13 bankruptcy. | (pp. 18) |
| 10 - Copy of my Emergency Motion to Dismiss filed 10/6/09. (Received this motion was denied on 10/10/09 before the actual hearing of 11/5/09, have already supplied this info when I initially filed appeal).
 (which also has a copy of my signature vs. item #9) | (pp. 19)
19(a-f) |
| 11 - Relief sought (continuation) | (pp. 20) |

Good Day Your Honor:

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My understanding from the Trustee and/or court is that this motion has already been denied, in spite of the complications and lawyer misleading that were not directly my fault. I therefore would like to make lawful remedy and/or payment of this alleged debt by offering my "lawful credit exemption" supplied lawfully by our federal government.

The government was legally required to provide me with a means to pay anything anytime. This credit, my Exemption, is all mine, authorized under the terms of the national bankruptcy and HJR192. Please allow me to briefly explain and please accept this lawful exemption remedy to satisfy this alleged debt.

By analogy, consider that when you go to prison, everything of value is taken from you - your time, your attention, your freedom, your ability to function as a contributing member of society, the option to apply your intellectual or manual skills. Even your property is of no use to you if you cannot benefit from ownership.

When government does this, it must assume total responsibility for you and pay your way. So, your food, clothing, housing/shelter, medical care, etc are provided because that is the State's legal responsibility.

Likewise, when the UNITED STATES declared bankruptcy, (national bankruptcy of 1933) pledged all Americans as collateral against the national debt, and confiscated all gold, eliminating the means by which I could pay, it also assumed legal responsibility for providing a new way for me to pay, and it did that by providing what is known as the Exemption, an exemption from having to pay for anything. In practical terms, though, this meant giving each American something to pay with, and that \"something\" is my credit.

My value to society was then and still is calculated using actuarial tables and at birth, bonds equal to this "average value" are created. I understand that this is currently between

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one and two million dollars. These bonds are collateralized by my birth certificate which becomes a negotiable instrument. The bonds are hypothecated, traded until their value is unlimited for all intents and purposes, and all that credit created is technically and rightfully mine. In point of fact, I should be able to go into any store in America and buy anything and everything in sight, telling the clerk to charge it to my Exemption account, which is identified by a nine-digit number that you will recognize as your Social Security number without the dashes. It is your EIN, which stands for Exemption Identification Number.

However, a lot has been done to block my access to my own credit by creating the corporate fiction which is a trust identified by my name in all capital letters. It is commonly referred to as my strawman. It is a Debtor, like all corporate entities under the bankruptcy because it is a subset of the bankrupt debtor government. It is not me, but I unknowingly serve as the Trustee for this fiction, manage it for a lifetime, and are legally liable for any and all debts it incurs unless by administrative means I lay claim to any and all value it might contain by creating a security agreement (which I have attached) between me and it. Once I have done this no other fiction can have any dealings with my fiction without my express permission as a Creditor to and creator of its value. It cannot even be sued without my permission. In fact, no court, government agency, law enforcement agency, attorney, or other corporate entity can transact business of any kind with the strawman without permission. It is the one thing that every judge should know, that the court must have consent before it can prosecute someone's strawman, rule, etc., because it is not the person that they are prosecuting, it is the strawman, the property. They need consent to transact business (under admiralty/commercial UCC law) with someone's strawman.

If you have ever looked at a Summons and Complaint, which typically starts a legal proceeding/suit, you will see the identities of the parties involved as Plaintiff and

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Defendant, are always spelled in ALL CAPITAL LETTERS, because they are fictions.

The UNITED STATES contracted with the Federal Reserve to use its private, copyrighted scrip, the Federal Reserve note, for all debts both private and public, and that private scrip can only be brought into the PUBLIC, the corporate domain that is the system we currently live in, through a chartered banking institution or a pass-through account, and that pass-through account is my(our) limited liability social security account. Anyone bringing money into the PUBLIC in any other way can be charged with money laundering.

In a debt-based system such as the one we use under the national bankruptcy of 1933, all value is created through lending, and what you lend is credit because there is no longer any money. The government took it all away. As previously stated, every living soul in the system has the right and, the ability to create credit. Only a living soul whose value to society has been denominated in bonds collateralized by evidence of his physical birth, has access to credit except for fictions such as banks which are chartered by the government, given the franchise to create credit.

However, when you sit down with a banker to "take out a loan, you sign a promissory note, and on the strength of your signature, the loan, which is really a draw on your own credit, originally created to satisfy a legal requirement to provide me with a means to pay, is created, but one is led to believe that the bank is lending you its assets so that it is entitled to repayment of principle plus interest. Wrong. The bank is using my credit to create the loan and then demanding that I pay back something that belongs to you. This means that all loans are fraudulent because under the terms of the contract, whether it is a mortgage, a line of credit, a credit card account, a car loan, or any other loan, the truth of the matter was not fully divulged, and no contract can stand as legitimate and

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lawful unless all the terms of the agreement were shared with the "borrower". In fact, the bank deposits the promissory note that you sign just as it would a check that you wrote. It flips it over and endorses it, creates a special demand-type account, deposits it, then carries the loan on its books first as an asset and secondly as a liability owed to YOU.

The fact is, you have unlimited credit, and there is a burgeoning community of Americans who are learning to lawfully access and utilize this credit to settle their commercial affairs.

The government was legally required to provide me with a means to pay anything anytime, but it did not see that it was obligated to show me how to access it, so it has taken many years of patriots working very hard to uncover and develop the means to do just that - use their credit to better their lives and those of their loved ones. It is the ultimate gift in this system.

In summary, in our debt-based system, all value is created by lending in order to discharge, not pay, another debt/obligation. The value behind this lending is Credit. For this my credit was based on my personal worth and was created by bonds collateralized by my birth certificate and valued according to actuarial tables. This credit, my Exemption, is all mine, authorized under the terms of the national bankruptcy and HJR192 to replace the gold confiscated by the government. The government has structured my interface with the rest of the corporate world so that I have acted as the surety for a Debtor fiction, my strawman.

Attachments: my UCC financial statement and my Commercial Security Agreement/Exemption etc. filed legally that corresponds to all of the abovementioned facts. Thank you your Honor.

04-12587

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME DEBBIE ANN HALL, ORGANIZATION/TRADE NAME/TRADEMARK - DEBTOR	FIRST NAME	MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME			

1c. MAILING ADDRESS C/O 600 GRESHAM DRIVE	CITY NORFOLK	STATE VA	POSTAL CODE 23507	COUNTRY USA
1d. SEE INSTRUCTIONS 227212029	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION DBA	1f. JURISDICTION OF ORGANIZATION USA	1g. ORGANIZATIONAL ID #, if any 145-63-001764

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
OR 2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	2h. NONE

3a. ORGANIZATION'S NAME HALL	FIRST NAME Debbie	MIDDLE NAME Ann	SUFFIX	
OR 3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS C/O 9005 Florin Way	CITY Upper Marlboro	STATE MD	POSTAL CODE 20772	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

This is Actual and Constructive Notice that all of Debtor's interest now owned or hereafter acquired is hereby accepted as collateral for securing contractual obligations in favor of the Secured Party as detailed in a true, correct, complete, notarized Security Agreement in the possession of the Secured Party. NOTICE: In accordance with USC-Property-This is the entry of the Debtor in the Commercial Registry as a transmitting utility* and the following property is hereby registered in the same as a public notice of a commercial transaction: Certificate of Live Birth #145-63-001764, 227212029; UCC Contract Trust #7007 0220 0002 7404 2309; All property is accepted for value and is exempt from Levy. Adjustment of this filing is from Public Policy HJR-192 dated June 5, 1933, Public Law 73-10, UCC 1-104 and Maryland UCC § 1-104-Construction Against Implicit Repeal. All proceeds, products, accounts, fixtures and the orders therefrom are released to the Debtor to serve as collateral for the Creditor Secured Party's benefit. PUBLIC, HALL, DEBBIE ANN, ORGANIZATION/TRADE NAME/TRADEMARK - DEBTOR - *transmitting utility is defined as an agent solely utilized for the purpose of transmitting commercial activity for the benefits of the secured party. The DEBTOR is a Legal Entity according to the Uniformed Commercial Code, DEBTOR, is not claiming to be a public utility.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOU	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILIN
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS	<input type="checkbox"/>	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL INFORMATION]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor

8. OPTIONAL FILER REFERENCE DATA

Debtor:

Secured Party:

Case No: 04-12587
Commercial Security Agreement # 612 478 908-227-212629

This non-negotiable and non-transferable Security Agreement supplements and controls previous such agreements between the same Parties, and is made and entered this 1st day of September 2009 by and between: DEBBIE ANN HALL hereinafter "Debtor" VA Certificate of Live Birth # 145-63-001764 and Organization # 227212029 and Debbie Ann Hall hereinafter "Secured Party", Creditor Identification # 227212029 The Parties acknowledge they agree to be bound by the terms of this Commercial Security Agreement and are identified as follows:

DEBTOR:
 DEBBIE ANN HALL, a Legal Entity
 9005 FLORIN WAY
 UPPER MARLBORO, MD 20772
 Organization Number: 227-21-2029

SECURED PARTY:
 Debbie Ann Hall, a woman
 c/o 9005 Florin Way
 Upper Marlboro, MD 20772
 Employer Identification Number: 227212029

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Debtor hereby grants Secured Party, who deems himself insecure, a security interest in the Collateral described generally herein or specifically on attached Schedule(s), hereinafter referred to as "Collateral", to secure all Debtor's property, as well as all income from every source, and all direct and indirect, absolute or contingent, due or to become due, now existing or hereafter arising, presumed or actual, past or expressed public indebtedness and liabilities held by Debtor, to Secured Party in consideration for Secured Party providing certain things and accommodations for Debtor including, but not limited to:

1. the Secured Party constituting the source, initial description, origin, substance, labor, sufficient existence, exercise of faculties for, and being the basis from which the existence of the Debtor was derived, and the basis upon which the Debtor is able to act as an agent to interact, contract, and exchange goods, services, obligations, and liabilities in commerce with other artificial entities, and is able to function as a transmitting utility through traffic, i.e. serving as a pipeline for the transmission of goods, services, chattel property, and papers in commercial activity;
2. the Secured Party signing by accommodation as the authorized representative of the Debtor, without immediate consideration, for the Debtor, in all cases whatsoever where the signature of the Debtor is, will or has been required, will retain the right to make sufficient claims to secure such indebtedness until satisfied in whole;
3. the Secured Party issuing a binding commitment to extend credit or to extend immediately available credit, whether or not drawn upon and whether or not reimbursed in the event of difficulties in collection; and
4. the Secured Party providing the security for payment of all sums due or owing, or to become due or owing, by the Debtor on every public contract entered by the Debtor.

Debtor declares it is a legal entity recognized as such, and has rights and privileges recognized under the laws of the United States, as has been the case since its creation in 1963. All legal means to protect the security interest being established by this Agreement, *nunc pro tunc* from 1-4-63, will be used by the Debtor where necessary, and all support needed by the Secured Party to protect his security interest in the collateral identified herein, will be provided by the Debtor.

Execution of this Security Agreement incorporates a promise that the Debtor will execute such commercial forms, including but not limited to such Financing Statements as may be necessary, to assure the Secured Party's interest is perfected. The security interest established by this Agreement will continue until the Secured Party is relieved of all liability associated with said services provided to the Debtor, and until all owing and due consideration to the Secured Party has been delivered, regardless of whether the Collateral identified in this Agreement is in the possession of the Debtor or the Secured Party.

Debtor warrants that Secured Party's claim against the Collateral is enforceable according to the terms and conditions expressed therein, and according to all applicable laws promulgated for the purpose of protecting the interests of a creditor against a debtor. Debtor also warrants that it holds good and marketable title to the Collateral, free and clear of all actual and lawful liens and encumbrances except for the interest established herein, and except for such substantial interest as may have been privately established by agreement of the parties with full attention to the elements necessary to establish a valid contract under international contract law. Public encumbrances belonging to the Debtor, against the Collateral, shall remain secondary to this Agreement, unless registered prior to the registration of Secured Party's interest in the same Collateral, as is well-established in international commercial law. Debtor specifically authorizes Secured Party to file such legal notices as he deems necessary to secure his interest in the collateral.

For valuable consideration, Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Secured Party, *nunc pro tunc* <dob>, from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as

Private and non-negotiable between the parties

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DEBTOR: DEBBIE ANN HALL

Secured Party: Debbie Ann Hall

Case No. 04-12587

are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on Debtor for any reason, purpose and cause whatsoever.

GENERAL PROVISIONS

Possession of Collateral: Collateral or evidence of Collateral may remain in the possession of the Debtor, to be kept at the address given in this Agreement by the Debtor or such other place(s) approved by Secured Party, and notice of changes in location must be made to the Secured Party within ten (10) days of such relocation. Debtor agrees not to otherwise remove the Collateral except as is expected in the ordinary course of business, including sale of inventory, exchange, and other acceptable reasons for removal. When in doubt as to the legal ramifications for relocation, Debtor agrees to acquire prior written authorization from the Secured Party. Debtor may possess all tangible personal property included in Collateral, and have beneficial use of all other Collateral, and may use it in any lawful manner not inconsistent with this Agreement, except that Debtor's right to possession and beneficial use may also apply to Collateral that is in the possession of the Secured Party if such possession is required by law to perfect Secured Party's interest in such Collateral. If Secured Party, at any time, has possession of any part of the Collateral, whether before or after an Event of Default, Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral, if Secured Party takes such action for that purpose as deemed appropriate by the Secured Party under the circumstances.

Proceeds and Products from Collateral: Unless waived by Secured Party, all proceeds and products from the disposition of the Collateral, for whatever reason, shall be held in trust for Secured Party and shall not be commingled with any other accounts or funds without the consent of the Secured Party. Notice of such proceeds shall be delivered to Secured Party immediately upon receipt. Except for inventory sold or accounts collected in the ordinary course of Debtor's public business, Debtor agrees not to sell, offer to sell, or otherwise transfer or dispose of the Collateral, nor to pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to a lien, security interest, encumbrance, or charge, other than the security interest established by this Agreement, without the prior written consent of the Secured Party.

Maintenance of Collateral: Debtor agrees to maintain all tangible Collateral in good condition and repair, and not to commit or permit damage to or destruction of the Collateral or any part of the Collateral. Secured Party and his designated representatives and agents shall have the right at all reasonable times to examine, inspect, and audit the Collateral wherever located. Debtor shall immediately notify Secured Party of all cases involving the return, rejection, repossession, loss, or damage of or to the Collateral; of all requests for credit or adjustment of Collateral, or dispute(s) arising with respect to the Collateral; and generally of all happenings and events affecting the Collateral or the value or the amount of the Collateral.

Compliance with Law: Debtor shall comply promptly with all laws, ordinances, and regulations of all governmental authorities applicable to the production, disposition, or use of the Collateral. Debtor may contest in good faith any such law, ordinance, or regulation without compliance during a proceeding, including appropriate appeals, so long as Secured Party's interest in the Collateral, in Secured Party's opinion, is not jeopardized. Secured Party may, at its option, intervene in any situation that appears to place the Collateral in jeopardy.

Public Disputes: Debtor agrees to pay all applicable taxes, assessments and liens upon the Collateral when due, provided that such taxes, assessments and liens are proved to be superior to the lawful claim established by this Agreement and subsequently perfected by the Secured Party by appropriate registration. In the event Debtor elects to dispute such taxes, assessments and liens, Secured Party's interest must be protected at all times, at the sole opinion of the Secured Party, who may, at his option, intervene in any situation that appears to jeopardize Secured Party's interest in the Collateral. Debtor may elect to continue pursuit of dispute of such taxes, assessments, and liens, only upon production of a surety bond by public claimant(s), in favor of the Secured Party, sufficient to protect Secured Party from loss, including all costs and fees associated with such dispute. Should public judgment against the Debtor result from such dispute, Debtor agrees to satisfy such judgment from its accounts established and managed by the United States or its subdivisions, agents, officers, or affiliates, so as not to adversely affect the Secured Party's interest in the Collateral.

SUBORDINATION OF DEBTOR'S DEBTS TO SECURED PARTY

Providing Secured Party, subsequent to the execution of this Agreement, perfects his security interest in the Collateral by appropriate registration, Debtor agrees that its indebtedness to the Secured Party, whether now existing or hereafter created, shall have priority over unregistered claims that third parties may raise against Debtor or the Collateral, whether or not Debtor becomes insolvent. Debtor hereby expressly subordinates any claim Debtor may have against Secured Party, upon any account whatever, to the claim Secured Party has or will have against the Debtor.

If Secured Party so requests, all notes or credit agreements now or hereafter established evidencing debts or obligation of Debtor to third parties, shall be marked with a legend that the same are subject to this Agreement and shall be delivered to Secured Party. Debtor agrees, and Secured Party hereby is authorized, in the name of the Debtor, to execute and file such

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DEBTOR: DEBBIE ANN HALL

Secured Party: Debbie Ann Hall

Case No: 04-12587

financing statements and other commercial statements, as Secured Party deems necessary or appropriate to perfect, preserve, and enforce his rights under this Agreement.

DEFAULT

The following shall constitute Event(s) of Default hereunder:

1. failure by the Debtor to pay a debt secured hereby when due;
2. failure by the Debtor to perform an obligation secured hereby when required to be performed;
3. breach by the Debtor of a warranty contained in this Agreement;
4. evidence that a statement, warranty, or representation made or implied in this Agreement by Debtor, is false or misleading in any material respect, either now or at the time made or furnished;
5. evidence that this Agreement or a document of title is void or ineffective;
6. dissolution or termination of Debtor's existence as a legal entity, the insolvency of Debtor, the appointment of a receiver for all or any portion of Debtor's property, an assignment for the benefit of public creditors, or the commencement of proceedings under bankruptcy or insolvency laws by or against Debtor;
7. commencement of foreclosure, whether by action of a tribunal, self-help, repossession, or other method, by a creditor of Debtor against the Collateral;
8. garnishment of Debtor's deposit accounts or employment.

Cure of Default: If a fault or dishonor under this Agreement is curable through an account held by Debtor but managed by the United States or one of its subdivisions, agents, officers, or affiliates, such fault or dishonor may be cured by the Debtor with authorization by Secured Party, and upon advice by the Fiduciary that the fault or dishonor has been cured, no Event of Default will have occurred. A dishonor under this Agreement, initiated by third party intervention, will not cause a default if such intervention is challenged by Debtor by its good faith effort to confirm or disprove the validity or reasonableness of a public claim which is the basis of the public creditor's proceeding; but Debtor must, in that event, deposit such surety with Secured Party as is necessary to indemnify the Secured Party from loss.

Acceleration: In the Event of Default, Secured Party may declare the entire indebtedness, immediately due and payable without notice.

Liquidation of Collateral: In the Event of Default, Secured Party shall have full power to privately or publicly sell, lease, transfer, or otherwise deal with the Collateral or proceeds or products therefrom, in his own name or in the name of the Debtor. All expenses related to the liquidation of Collateral shall become a part of the Debtor's indebtedness. Secured Party may, at his discretion, transfer part or all of the Collateral to his own name or to the name of his nominee.

Rights and Remedies: The Secured Party shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code as it has been adopted in the State where part or all of the Collateral is located or presumed to be located, including but not limited to, the right to proceed with self-help with or without a public court or tribunal. Rights and remedies available to Secured Party may be exercised singularly or jointly and in all venues and jurisdictions concurrently at the sole discretion of the Secured Party.

MISCELLANEOUS PROVISIONS

Amendments: This Agreement, together with all related documents, present and future, constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless expressed in writing and signed by both Parties.

Applicable Law: The governing law of this Agreement is the agreement of the Parties, supported by the Uniform Commercial Code as adopted by the legislature of the State of <ResState>, international contract law, the unwritten Law Merchant as practiced before the Uniform Commercial Code was promulgated, and applicable maxims of law.

Expenses: Debtor agrees to pay upon demand, from such accounts as Debtor may have, all Secured Party's costs and expenses, including reasonable attorney's fees and other expenses incurred by the Secured Party to defend or enforce the provisions of this Agreement.

Indebtedness: The word "indebtedness" means the indebtedness evidenced by this Agreement as a claim against the Debtor and all its present and future possessions identified in this Agreement as Collateral and all public obligations, debts and liabilities ascribed to Debtor through its contracts and agreements, whether expressed or implied, known or unknown, or actual or constructive, that are with the United States or its subdivisions, agents, officers, affiliates or other public entities, and all claims made by Secured Party against Debtor, whether existing now or in the future, whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated, regardless of whether Debtor is or may be liable individually or jointly, or is obligated as, or beneficiary of, a surety or accommodation party.

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DEBTOR: DEBBIE ANN HALL

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Related Documents. The phrase "related documents" means all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, applications, accounts, licenses, policies, permits, identification cards, account cards, receipts, forms, and all other documents and instruments that Debtor or its surety has or will execute in connection with the Debtor's total indebtedness.

Notices: Except for revocation notices by Debtor, all notices required to be given by either Party under this Agreement, shall be in writing and shall be effective when actually delivered or when deposited with the United States post office or a nationally recognized courier service, first class postage prepaid, addressed to the Party to whom the notice is to be given at the address shown on this Agreement or to such other address as either Party may designate in the other in writing.

Severability: If one or more provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that one or more provisions of this Agreement are invalid or unenforceable, but that by limiting such provision(s) it would become valid or enforceable, such provision(s) shall be deemed to be written, construed, and enforced as so limited. In the event that such a finding and limitation causes damage or hardship to either Party, the Agreement shall be amended in a lawful manner to make all Parties whole.

Waiver of Contractual Right. The failure of either Party to enforce one or more provisions of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. Secured Party shall not be deemed to have waived rights under this Agreement unless such waiver is given in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising a right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of this Agreement shall not prejudice or constitute a waiver of Secured Party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Debtor shall constitute a waiver of Secured Party's rights or of Debtor's obligations under this Agreement as to future transactions. Whenever the consent of Secured Party is required under this Agreement, the granting of such consent by Secured Party in one instance shall not constitute consent over the whole.

Ambiguities and Interpretation: Each Party acknowledges receipt of this Agreement, has had the opportunity to have counsel review this Agreement and agrees that any rule of construction claiming ambiguities are to be resolved against the drafting Party and shall not apply in the interpretation of this Agreement or its amendments. All statements in this instrument are important to the Parties. Misunderstandings have been resolved prior to execution.

Authority to Represent: A signer of this Agreement on behalf of a legal entity certifies that he has the authority to sign this Agreement and that this transaction has been duly authorized by such entity.

Gender. All references within this Agreement to a specific gender, include the other.

SIGNATURES

Secured Party accepts all signatures in accord with the Uniform Commercial Code and acknowledges Debtor's signature as representative of all derivations thereof.

DEBBIE ANN HALL

DEBTOR, a Legal Entity

See also [Schechter](#).

Maryland

1

ACKNOWLEDGEMENT

Second Poetry 2

Prince George's County

For the purpose of verification only, I, Day of Sept., 2001, do hereby declare and give to you
me on the basis of satisfactory evidence to see the person whose name is subscribed hereto and acknowledge to me that he or she
executed the same. Subscribed before me this day. Witness my hand and seal this Day of Sept., 2001.

NOTARY SIGNATURE

"Private and non-negotiable between the parties"

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